JUDGMENTS — SATISFACTION — EFFECT OF ASSIGNMENT TO MAKER OF NOTE OF JUDGMENT AGAINST INDORSER. — The holder of a promissory note sued the maker and the indorser. The maker filed an answer, but the indorser allowed judgment to be entered against him by default. The holder assigned the judgment against the indorser to the maker. The judgment debtor moved to have the judgment discharged of record on the ground that the assignment to the maker amounted to a satisfaction of the judgment. *Held*, that the motion should be granted. *Chicago Varnish Co.* v. *Hargood Realty & Construction Co.*, 138 N. Y. Supp. 93 (Sup. Ct., App. Term).

When one not a party to a judgment pays the judgment creditor there will be no satisfaction of the judgment unless so intended. *Marshall* v. *Moore*, 36 Ill. 321; *Bender* v. *Matney*, 122 Mo. 244, 26 S. W. 950. By taking an assignment of the judgment the intention not to extinguish it is shown. *Harbeck* v. *Vanderbilt*, 20 N. Y. 395; *Noble* v. *Merrill*, 48 Me. 140. But the court argues that, since the indorser is discharged when the maker takes up a note, the same effect should follow the purchase by the maker of the judgment founded on the note. It is true that a cause of action is not so far merged in a judgment as to prejudice equitable rights connected with the original cause of action. For example, a judgment entered after the filing of a petition in bankruptcy and before discharge will be considered discharged in bankruptcy if the debt from which the judgment arose will be so discharged. *Clark* v. *Rowling*, 3 N. Y. 216. But a judgment against an indorser is distinct from the note, and no longer includes any obligation of the maker. The maker's liability is not fixed thereby, as he may have a good defense against the indorser. *Fenn* v. *Dugdale*, 31 Mo. 580. Therefore the principal case seems incorrect. *Cf. Bardon* v. *Savage*, 1 Mo. 560. If the maker had a good defense he would lose by the court's decision what he had paid for the assignment.

LANDLORD AND TENANT — ASSIGNMENT AND SUBLETTING — RIGHTS OF SUBLESSEE AFTER SURRENDER BY LESSEE. — The plaintiff's lessee surrendered his term after making a sublease to the defendants. The defendants refused to vacate, and retained possession until the expiration of their term. The plaintiff sued for use and occupation of the premises since the surrender. *Held*, that he cannot recover. *Semble*, that no recovery can be had under the sublease. *Buttner* v. *Kasser*, 127 Pac. 811 (Cal., Dist. Ct. App.).

The principal case adopts the orthodox view. *Thre'r* v. *Barton*, Moore C. C. 94. *Cf. Webb* v. *Russell*, 3 T. R. 393. The sublessee's rights, it is said, cannot be prejudiced by the surrender. *Eten* v. *Luyster*, 60 N. Y. 252. Neither lessor nor sublessor can sue, because the reversion to which the rent is incident is extinguished by a merger. See *Krider* v. *Ramsay*, 79 N. C. 354, 358; *Bailey* v. *Richardson*, 66 Cal. 416, 422, 5 Pac. 910, 914. The result is obviously unjust. It cannot be remedied by implying a transfer of the rent to the surrenderee, for rent is properly transferable only under seal. See TIFFANY, LANDLORD AND TENANT, 1108. Nor can an assignment of the rights under the covenants of present-day leases be presumed, for such rights *primâ facie* end with the termination of the tenancy. See TIFFANY, LANDLORD AND TENANT, 361. It might be said that although the surrender frees the underlessee's legal estate from liability for rent, he holds in subordination to the original lessor's title, and so to prevent unjust enrichment will be liable for use and occupation. Another theory is that the merger of the lessee's estate in the reversion destroys all rights dependent on that estate, including the underlessee's term; and logically this view seems sound, though it is unjust to the underlessee. A third solution presumes an attornment from the underlessee to the surrenderee. See *Hessel* v. *Johnson*, 129 Pa. St. 173, 179, 18 Atl. 754, 755. In some jurisdictions statutes have abrogated the old doctrine. N. Y. REAL PROPERTY LAW (CONSOL. LAWS, 1909, c. 52), § 226; STAT. 4 GEO. II, c. 28,